

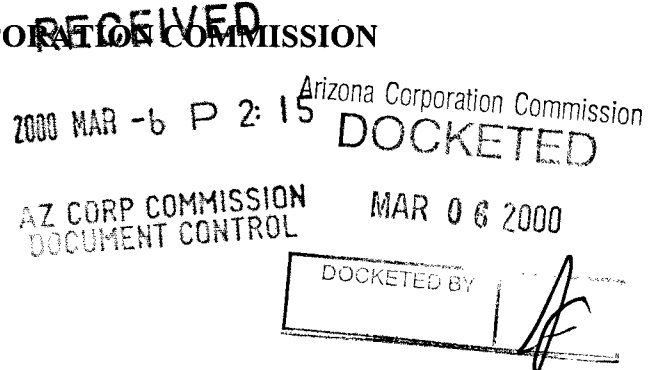
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BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner



IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC.'S)
COMPLIANCE WITH § 271 OF THE)
TELECOMMUNICATIONS ACT OF)
1996)
_____)

Docket No. T-00000B-97-0238

**U S WEST'S REPLY
COMMENTS IN REGARD TO
CHECKLIST ITEMS 3 AND 13**

U S WEST Communications, Inc. ("U S WEST") hereby files its supplemental reply comments on checklist items 7 (911/E911, Directory Assistance, And Operator Services), 10 (Signaling And Call Related Databases), 3 (Poles, Ducts, and Conduits) and 13 (Reciprocal Compensation). AT&T filed supplemental comments on all four of these checklist items, and MCI filed supplemental comments on only the latter two items. However, for the most part, those supplemental comments merely rehash old arguments and do not merit a response. Only the novel issues will be addressed below.

**I. THE 271-RELATED ASPECTS OF THE SGAT MUST BE REVIEWED
AND APPROVED IN THIS PROCEEDING.**

MCI, in its supplemental comments, suggests that the SGAT should be reviewed in a separate proceeding in order to expedite a review of the checklist items. Although this is an artful move, it is belied by MCI's own arguments in other 271 dockets (and those of AT&T) and an order by the Commission in this very docket.

In the past, MCI and AT&T have consistently argued that the lack of an SGAT was fatal to U S WEST's 271 applications because it signified that U S WEST lacked a

concrete legal obligation to comply with the checklist items. Thus, it is duplicitous for MCI now to argue that the best way to review the checklist items is to jettison the SGAT from this proceeding. Surely, MCI will later return to its old ways and argue that the checklist items are not met without the SGAT. Meanwhile, the SGAT would be bogged down in a proceeding all its own that would be reviewing all of its reviewable terms rather than just those relevant to 271. MCI's suggestion would serve only to draw out the 271 process further.¹

Finally, on page 3 of its April 1, 1999 Order (Decision No. 61624), this Commission stated "Any review and approval of an SGAT for Section 271 purposes shall be conducted within the context of U S WEST's pending Section 271 application docket." The Commission should stay the course and consider the relevant SGAT terms with each related checklist items.

II. CHECKLIST ITEM 7

The only arguably novel issue on checklist item 7 was AT&T's suggested revision to section 9.X.3.8.1 regarding the UNE-P and custom routing to operator services and directory assistance. AT&T contended that U S WEST's language was ambiguous and proposed the following revised clause:

9.X.3.8.1 UNE-P will include access to long distance (interLATA and intraLATA) of the CLEC's customer's choice on a 2-PIC basis, 911 emergency services, Operator Services, Directory Assistance and custom routing, or if desired by CLEC, U S WEST Operator Services and Directory Assistance.

¹ MCI feared that the SGAT will become a template for interconnection agreements. That is, in part, the purpose of the SGAT. At the conclusion of this docket, the SGAT will provide a Commission-approved set of terms related to the checklist items. CLECs not having, or wishing to expend, the resources and time necessary to negotiate and possibly arbitrate an interconnection agreement will thus have Commission-approved set of terms to opt into immediately. As such, the review of the SGAT in this docket will be procompetitive. Obviously, the unreviewed terms that are subject to review in another docket will not provide a Commission-approved template until they are confirmed by the Commission, and U S WEST would not assert the contrary.

AT&T Supp. Cmts at 4.

U S WEST is pleased to state that it can accommodate AT&T's suggestion for the most part. However, U S WEST was compelled to make minor changes to make the clause more precise:

9.X.3.8.1 UNE-P will include the capability to access to long distance service (interLATA and intraLATA) of the CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and U S WEST customized routing service; and, ~~or~~ if desired by CLEC, access to U S WEST Operator Services and Directory Assistance Service.

With these changes, the clause accurately reflects the extent of U S WEST's obligations, pending its appeal rights.

III. CHECKLIST ITEM 10

There were no new issues raised in the supplemental comments regarding this item.

IV. CHECKLIST ITEM 3

AT&T suggested the following addition to section 10.8.2.10 and the cost of modifications:

10.8.2.10 If CLEC requests U S WEST to replace or modify existing poles/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay U S WEST the total actual replacement cost, U S WEST's actual cost to transfer its attachments to new poles/innerduct, as necessary, and the actual cost for removal (including destruction fees) of the replaced poles/innerduct, if necessary. Ownership of new poles/innerduct shall vest to U S WEST. Upon request, U S WEST shall permit CLEC to install poles/innerduct. U S WEST reserves the right to reject any non-conforming replacement poles/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification, except to the extent that a modification is incurred for the benefit of multiple parties, CLEC

shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties including U S WEST or its affiliates joining the modification. CLEC, U S WEST or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. U S WEST does not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.

U S WEST agrees to make this change.

AT&T also suggested that the word “ownership” be replaced by “control” regarding new innerduct in section 10.8.2.6. AT&T also stated: “When the CLEC terminates its use of the innerduct, ownership in the innerduct can pass to U S WEST if the CLEC abandons or fails to remove the innerduct in a specified period of time.” AT&T Supp. Cmts at 7. U S WEST agrees to this change so long as language relating to passing of ownership to U S WEST is also included.

Concerning splices in the central office manhole, AT&T suggested that, if “U S WEST can identify specific circumstances that splices must and can be made in the central office manhole, AT&T would agree to limit splices to those circumstance on a nondiscriminatory basis.” Id. Before U S WEST should have to do that, AT&T should have to identify why it needs to conduct splices in the central office manhole and how that need outweighs the risks and costs associated therewith. Large splice cases can preclude future splices, block access to spare ducts and drive structure reinforcement even when spare ducts exist. U S WEST does rarely splice its copper cables in the central office manhole because large copper cables are difficult to bend into the various feeder routes emanating from a central office. There is no need for AT&T to do splices in the central office manhole.

MCI, at the workshop and in its initial comments, had argued for a change in the language of 10.8.4.5 that would exempt CLECs from paying cost overruns that are less than 10% of the estimate. MCI Init. Cmts, Att. 1. In its supplemental comments, MCI changed course and argued instead for notice “if the cost exceeds 10% of the estimate.” MCI Supp. Cmts at 3. The parties have resolved this issue in the context of discussing the timeframe issues.

Regarding the timeframe issues deferred at the last workshop, MCI and U S WEST have worked out their differences and agreed on language changes in principle and subject to MCI’s review of U S WEST’s changes. U S WEST will submit such changes to MCI and AT&T no later than the morning of March 6 (the day before the next workshop).

V. CHECKLIST ITEM 13

There were no new issues raised on this item.

VI. CONCLUSION

AT&T and MCI raised few new issues relating to checklist items 7, 3 and 13. They raised no new issues on checklist item 10. U S WEST has adopted most of their new proposed changes. Some, however, are simply not proper or necessary to meet Sections 271 of the Act. With the changes it has agreed to, there can be no doubt that U S WEST satisfies checklist items 7, 10, 3 and 13.

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Dated this 6th day of March, 2000.

Respectfully submitted,

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A handwritten signature in black ink, appearing to read "CK", is written over a horizontal line.